

SANITARY SEWER EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Sanitary Sewer Easement Agreement ("Agreement") is by and between Jennifer Squire and Blair Lingk as Grantors and owners of the property described herein ("GRANTOR"), and the City of Dodgeville, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Dodgeville, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Sanitary Sewer Easement on Exhibit A, which is attached hereto and incorporated by reference ("Easement Area").

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, construct, install, operate, maintain, alter, replace, repair and remove a sanitary sewer on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. Construction. GRANTEE shall notify GRANTOR prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from construction, installation, operation, maintenance, alteration, replacement, repair or removal of sanitary sewer facilities.

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structure or plant any trees within said tract of land.

7. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or

RESERVED FOR RECORDING

DRAFTED BY & RETURN TO:

Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
P.O. Box 87
Fennimore, WI 53809

216-0081

PARCEL IDENTIFICATION NUMBER

repair of the sanitary sewer. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the sanitary sewer in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees.

8. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

9. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

10. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that it is the owner of the property described herein and that each signatory has full authority to sign this Agreement and to bind the property accordingly.

11. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of the parties, it being the express intent that this Agreement be perpetual and run with the land.

12. Transferability to Public Utilities and Governmental Entities. City may, but is not required to, assign some or all of its rights under this Agreement to public utilities, governmental entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

13. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this ____ day of _____ 2023.

GRANTOR:
Jeffrey N. White

GRANTEE:
City of Dodgeville

By: Jennifer Squire

By: Todd Novak, Mayor

By: Blair Lingk

Attested By: Lauree Aulik, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this ____ day of _____ 2023, the above-named Jennifer Squire and Blair Lingk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Puvblic, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2023, the above-named Todd Novak, Mayor, and Lauree Aulik, Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Exhibit A

SANITARY SEWER EASEMENT

A 30 FOOT WIDE SANITARY SEWER EASEMENT EXTENDING FROM THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET AND THE NORTHEAST LINE OF LANDS DESCRIBED AND CONVEYED IN A DEED RECORDED IN THE IOWA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT 278188, IN VOLUME 735, ON PAGES 247-248, EXTENDING TO THE EAST LINE OF BENNETT & CO'S ADDITION TO THE CITY OF DODGEVILLE, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE $\frac{1}{4}$ -NW $\frac{1}{4}$) OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 3 EAST, CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN, THE CENTERLINE OF WHICH IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, T6N, R3E;

THENCE S00°02'47"E, 901.17 FEET ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF LOT 3 OF CERTIFIED SURVEY MAP 265 (CSM 265), RECORDED IN THE IOWA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT 153131, IN VOLUME 1, ON PAGES 343-344;

THENCE N54°42'46"W, 137.35 FEET ALONG THE SOUTH LINE OF SAID LOT 3 OF CSM 265;

THENCE N65°40'00"W, 107.98 FEET ALONG THE NORTHEAST LINE OF LANDS DESCRIBED AND CONVEYED IN A DEED RECORDED IN THE IOWA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT 278188, IN VOLUME 735, ON PAGES 247-248;

THENCE N65°30'00"W, 43.71 FEET ALONG THE NORTHEAST LINE OF LANDS DESCRIBED AND CONVEYED IN SAID DOCUMENT 278188;

THENCE N00°00'00"W, 8.24 FEET TO THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET;

THENCE N89°26'41"W, 4.05 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 30 FOOT WIDE SANITARY SEWER EASEMENT;

THENCE S19°13'07"W, 126.38 FEET ALONG SAID CENTERLINE;

THENCE S39°11'12"W, 171.74 FEET ALONG SAID CENTERLINE;

THENCE S42°03'03"W, 184.54 FEET ALONG SAID CENTERLINE;

THENCE S61°38'37"W, 53.82 FEET ALONG SAID CENTERLINE TO THE EAST LINE OF BENNETT & CO'S ADDITION TO THE CITY OF DODGEVILLE AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 30 FOOT WIDE SANITARY SEWER EASEMENT, CONTAINING 0.37 ACRES (15,994 SQUARE FEET) MORE OR LESS.